



ALTA Commitment (6/17/06)

## COMMITMENT FOR TITLE INSURANCE

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("Company"), for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officer and signatory on the date shown in Schedule A.

*First American Title Insurance Company*

BY

PRESIDENT

ATTEST

SECRETARY



# Pacific Northwest Title Company

Pacific Northwest Title Company  
215 Columbia Street  
Seattle, WA 98104  
Title Officer, Curtis Goodman (curtisgoodman@pnwt.com)  
Assistant Title Officer, Rob Chelton(robchelton@pnwt.com)  
Unit No. 12  
FAX No. (206)343-1330  
Telephone Number (206)343-1327

## A.L.T.A. COMMITMENT

### SCHEDULE A

**King County Real Estate Services Section**  
**500 4th Avenue, Room 500**  
**Seattle, WA 98104**  
Attention: **Anne Lockmiller**

Title Order No.: **1146850**  
Customer Ref: **Edgewick Bridge Parcel, APN 252308-9105**

1. Effective Date: December 06, 2010 at 8:00 A.M.

2. Policy or Policies to be issued:  
Underwriter split is 30%

#### PREMIUM

<b>ALTA Owner's Policy</b>	<b>Liability Amount:</b>	<b>\$TBD</b>	<b>\$</b>	<b>TBD</b>
Standard	Tax:		<b>\$</b>	<b>TBD</b>
Rate: <b>Homeowner's Rate</b>				

Proposed Insured: **To Be Determined**

Work Charge	Amount:	<b>\$</b>	<b>450.00</b>
	Tax:	<b>\$</b>	<b>42.75</b>

3. The estate or interest in said land described or referred to in the Commitment and covered herein is:

#### FEE SIMPLE

4. Title to the said estate or interest in said land is at the effective date hereof vested in:

**King County, a political subdivision of the State of Washington**

5. The land referred to in this Commitment is in the **County of King, State of Washington**, and is described as follows:

SEE EXHIBIT A ATTACHED

# **Pacific Northwest Title Company**

## **EXHIBIT A**

Order No.: 1146850

### **Legal Description:**

That portion of the north one half of the northeast one quarter of the northeast one quarter of Section 25, Township 23 North, Range 8 East, W.M., in King County, Washington, lying northerly and easterly of the northerly and easterly margin of a sixty foot road easement as more particularly described in document recorded November 2, 1982 under King County Recording Number 8211020748;

EXCEPT that portion thereof taken for 468th Avenue Southeast.

### **Tax Account Number:**

252308-9105-01

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\*\*\* END OF EXHIBIT A \*\*\*

# Pacific Northwest Title Company

## A.L.T.A. COMMITMENT SCHEDULE B

Order No.: 1146850

- I. The following are the requirements to be complied with:
  - A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
  - B. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
  - A. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
  - B. GENERAL EXCEPTIONS:
    - 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
    - 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
    - 3. Easements, claims of easement or encumbrances which are not shown by the public records.
    - 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
    - 5. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
    - 6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
    - 7. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
    - 8. Any title or rights asserted by anyone including but not limited to persons corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or sound, or lands beyond the line of the harbor lines as established or changed by the United States Government.
  - C. SPECIAL EXCEPTIONS: As on Schedule B attached.

## Pacific Northwest Title Company

SCHEDULE B - continued

Order No.: 1146850

### SPECIAL EXCEPTIONS:

1. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for **unincorporated King County** is at **1.78%**.  
Levy/Area Code: 6675
2. Liability for additional general taxes (rollback taxes) and interest which may be imposed pursuant to RCW 84.36.810 upon cessation of the use for which the exemption was granted. According to RCW 84.36.812, the County shall not accept an instrument of conveyance (for recording) unless the additional tax has been paid.
3. Agreement for creation, substitution and relinquishment of easement rights and for maintenance of roadway as set out by Judgment Number 01-9-15603-4 entered August 10, 2001 in King County Cause Number 00-2-27282-1.
4. Reservation of all coal, oil, gas and mineral rights, and rights to explore for the same contained in deed from Weyerhaeuser Timber Co., a Washington corporation.  
Recorded: February 01, 1917  
Recording Number: 1112889

NOTE: No examination has been made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the lands or rights so reserved.

5. Covenant to bear equal shares the cost of construction, maintenance or repair of utility services and pedestrian and vehicular ingress and egress, easement for which was granted over other lands by instrument:  
Recording Number: 8211020749 and 8211020748, which instrument supercedes and repairs Recording Number 5978726.
6. Terms, covenants, conditions and restrictions as contained in recorded Lot Line Adjustment (Boundary Line Revisions):  
Recording Information: 8706017
7. Restrictions limiting the use of that portion of the property herein described lying within 100 feet from a water well as imposed by instrument recorded under Recording Number 9811040563.
8. Restrictions limiting the use of that portion of the property herein described lying within 100 feet from a water well as imposed by instrument recorded under Recording Number 9811040564.
9. Terms, covenants, conditions and restrictions as contained in recorded Lot Line Adjustment (Boundary Line Revisions):  
Recorded: December 21, 1999  
Recording Information: 19991221900007
10. Any lien or liens that may arise or be created in consequence of or pursuant to an act of the legislature of the State of Washington entitled "An Act prescribing the way in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon lands belonging to the state, granting rights of way across lands belonging to the State", approved **March 9, 1893**.

## **Pacific Northwest Title Company**

11. Rights of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purpose of navigation, but also for corollary purposes; including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence)
12. Right of the state of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the Snoqualmie River.
13. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

**\*\*\* END OF SCHEDULE B \*\*\***

## Pacific Northwest Title Company

### NOTES:

1. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990.  
Note: Properties located in Snohomish County may be subject to the King County Sewage Treatment Capacity Charges.
2. The following deeds affecting the property herein described have been recorded within 24 months of the effective date of this commitment: NONE
3. Taxes for the year 2010, which have been paid:  

Tax Account No.:	252308-9105-01
Levy Code:	6675
Amount:	\$ 12.54
Assessed Land Value:	\$ 0.00
Assessed Improvement Value:	\$ 0.00
4. Our examination discloses that the vestee herein does not own contiguous property.
5. Name and address of current taxpayer according to the King County Assessors record are:  

King County
500 4th Avenue #500
Seattle, WA 98104
6. The vestee(s) herein acquired title by instrument(s) recorded under Recording Number(s) 20020412002615 and 20030610003633.
7. The records of King County and/or our inspection indicate that the address of the improvements located on said land is:  
Not Available  
, Washington
8. In the event the transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code and the filed schedule of this Company.
9. Abbreviated Legal Description  
  
Ptn Sec 25 Twp 23N Rge 8E NE Qtr NE Qtr, King County  
Parcel Number: 252308-9105-01

/ADEC

# Pacific Northwest Title Company

## PRIVACY POLICY

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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## **Pacific Northwest Title Company**

### **CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

American Land Title Association Commitment – 2006 (Rev. 6/06)